

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Jerome H. Lemelson

Art Unit : 3202

Serial No. : 07/049,381

Examiner : Howell

Filed : 5/13/87

Title : Machine Tool System

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NOV 25 1997

GROUP 3200

Assistant Commissioner of Patents
Washington, D.C. 20231

CERTIFICATE OF OWNERSHIP AND ASSIGNEE'S POWER OF ATTORNEY

Dear Sir:

The limited partnership that is the assignee of all rights under this patent application hereby assumes prosecution of this application pursuant to 37 C.F.R. §§ 3.71 and 3.73 and MPEP § 324.

The Lemelson Medical, Education & Research Foundation Limited Partnership, a Nevada limited partnership ("Foundation Partnership") certifies that it is the assignee of the entire right, title, and interest in this patent application, identified in the caption, by virtue of an assignment from the inventor.

Attached, as Exhibit A, is a true and correct copy of a one-page assignment dated October 14, 1993, which assigns from the inventor to the Foundation Partnership a number of issued patents listed on a multi-page attachment. Also in Exhibit A is a true and correct copy of two of the pages originally and presently attached to the one-page assignment, which pages includes U.S. Patent Nos. 3,559,256 and 3,854,889. The assignment specifies that it covers, the listed patents "including all continuations, divisions, continuations-in-part...based in whole or in part on those patents." This application falls within the scope of that assignment because it is a continuation-in-part of the '889 Patent. Specifically, this application is a continuation of Serial No. 06/251,656, which is a continuation of Serial No. 06/091,908, which is a continuation of Serial No. 05/107,357, which is a continuation-in-part of Serial No. 04/858,560, now U.S.

Patent 3,854,889. Application SN 05/107,357 is also a continuation-in-part of Serial No. 04/712,443, now U.S. Patent 3,559,256.

Also attached, as Exhibit B, is a true and correct copy of a one-page assignment dated June 30, 1997, which assigns from the inventor to the Foundation Partnership all of the inventor's patent applications that were on file in the PTO as of that date. This application falls within the scope of that assignment (to the extent that it was not assigned by the assignment in Exhibit A) because it was on file as of June 30, 1997.

Although the assignments above are not recorded in the Patent Office, MPEP 324 permits an assignee to establish ownership "by submitting to the Office copies of the documentary evidence of a chain of title from the original inventor to the assignee."

The undersigned has reviewed all documents in the chain of title of this patent application, including the assignments, and, to the best of the undersigned's knowledge and belief, title is in the Foundation Partnership.

The undersigned states that she is an officer of the Lemelson Educational & Research Corporation, a Nevada Corporation and is empowered to act on behalf of the Lemelson Educational & Research Corporation. The Lemelson Educational & Research Corporation is the general partner of the Foundation Partnership and is empowered to act on behalf of the Foundation Partnership.

Assignee hereby appoints Louis J. Hoffman, Reg. No. 38,918; Steven G. Lisa, Reg. No. 30,771; Peter C. Warner, Reg. No. 36,994; John L. Cline, Reg. No. 25,421; Gerald D. Hosier, Reg. No. 22,757; and William J. Hallihan, Reg. No. 39,210 to prosecute this application and to transact all business in the Patent and Trademark Office connected with this application.

Send correspondence to:
LOUIS J. HOFFMAN, P.C.
14626B North 78th Way
Scottsdale, Arizona 85260


Direct telephone calls to:
Louis J. Hoffman
(602) 948-3295

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated: November 12, 1997.

Lemelson Medical, Education & Research Foundation,
Limited Partnership

by Lemelson Educational & Research Corporation,
General Partner



Dorothy Lemelson, President

Certification

I hereby certify that this paper, together with three (3) pages of the attached Exhibit A and one (1) page of the attached Exhibit B are being hand-delivered this ____ day of November, 1997, to the U.S. Patent and Trademark Office.

By: Delmar Douglas
Name: Delmar Douglas

RECEIPT IS ACKNOWLEDGED OF a document entitled "Certificate of Ownership and Assignee's Power of Attorney," together with three pages of the attached Exhibit A and one page of the attached Exhibit B:

PATENT ASSIGNMENT

For the sum of \$1.00, receipt of which is hereby acknowledged, and other valuable consideration, Jerome H. Lemelson, a resident of Nevada, sells, assigns, and transfers to the Lemelson Medical, Education & Research Foundation, Limited Partnership, a Nevada organization, together with any successor, assign, legal representative, or designated nominee, Mr. Lemelson's entire right, title, and interest in and to all of the U.S. Patents listed on the attachment, all of which are issued to Mr. Lemelson as inventor or co-inventor, including all continuations, divisions, continuations-in-part, reissues, reexamination certificates, foreign counterparts, or international applications based in whole or in part on those patents, and including all of Mr. Lemelson's rights to sue for past infringements of any of those patents.

Signed at Incline Village, Nevada, this 14 day of October, 1993, by the undersigned.

JEROME H. LEMELSON

By:


Jerome H. Lemelson

THE U.S. PATENTS OF JEROME H. LEMELSON

<u>Name of Patent</u>	<u>Patent Number</u>	<u>Issue Date</u>
158. Document Reading Apparatus	3,555,246	01/12/71
159. Composite Reinforced Plastic Foam Sheet	3,556,918	01/19/71
160. Composite Extrusion Apparatus and Method	3,557,403	01/26/71
161. Apparatus for Surface Forming Sheet Material	3,557,407	01/26/71
162. Method of Producing an Assembly Puzzle	3,558,138	01/26/71
163. Machine Control Apparatus	3,559,256	02/02/71
164. Machine Control Apparatus	3,559,257	02/02/71
165. Method and Apparatus for Pressure Working Materials	3,566,645	03/02/71
166. Article Coating Method	3,567,485	03/02/71
167. Wheeled Action Toy	3,570,174	03/16/71
168. Scanning Technique, Image and Article Produced Therefrom	3,573,045	03/30/71
169. Water Pistol**	3,575,318	04/20/71
170. Audiovisual Record Member and Playback Means Therefore	3,582,201	06/01/71
171. Spraying Systems	3,583,635	06/08/71
172. Extrusion Die Apparatus	3,587,281	06/28/71

** JHL is assignee of other person's patent

THE U.S. PATENTS OF JEROME H. LEMELSON

<u>Name of Patent</u>	<u>Patent Number</u>	<u>Issue Date</u>
233. Composite Mold Wall Structure	3,827,667	08/06/74
234. Game Apparatus	3,827,694	08/06/74
235. Optical Sheet Material	3827783	08/06/74
236. Container Forming and Filling Apparatus	3,832,827	09/03/74
237. Magnetic Tape Transducing System	3,842,432 Re ex 04/10/90	10/15/74
238. Magnetic Tape Drive and Transducing Method	3,842,433 Re ex 05/08/90	10/15/74
239. Method for Finishing Articles	3,851,426	12/03/74
240. Toy Boat	3,854,238	12/17/74
241. Automatic Production Machinery	3,854,889	12/17/74
242. Adhesive Surface Dart and Shock Absorbing Target*	3,857,566	12/31/74
243. Facsimile System and Method	3,864,514	02/04/75
244. Assembly Toy and Craft	3,869,824	03/11/75
245. Audio-Visual Apparatus and Record Member Therefore	3,871,758	03/18/75
246. Form Filling System and Method	3,872,462 Re ex 04/10/90	03/18/75
247. Extrusion Apparatus	3,874,207	04/01/75
248. Method for Molding Composite Bodies	3,875,275	04/01/75

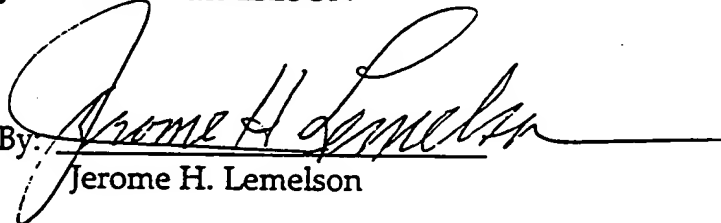
* JHL is co-inventor

ASSIGNMENT

For the sum of \$1.00, receipt of which is hereby acknowledged, and other valuable consideration, Jerome H. Lemelson, a resident of Nevada, sells, assigns, and transfers to the Lemelson Medical, Education & Research Foundation, Limited Partnership, a Nevada organization, together with any successor, assign, legal representative, or designated nominee, Mr. Lemelson's entire right, title, and interest in and to all of the U.S. Patent applications on file in the U.S. Patent Office as of this date, to which Mr. Lemelson is a listed inventor or co-inventor, including all continuations, divisions, continuations-in-part, reissues, reexamination certificates, foreign counterparts, or international applications based in whole or in part on those applications, and including all of Mr. Lemelson's rights to sue for infringement of any patents that issue from any such application.

Signed at Incline Village, Nevada, this 30 day of June, 1997, by the undersigned.

JEROME H. LEMELSON

By: 
Jerome H. Lemelson